

# 1191 Exhibit F: Walsh Mortgage on 46 Laura 1192 Lane 1193 Mortgage

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1195 THIS **MORTGAGE** is a security instrument given on the 6<sup>th</sup> day of July, 2007. The MORTGAGOR is Robert  
1196 C. Walsh and Lorraine C. Walsh (husband and wife), whose address is 46 Laura Lane, Morristown, NJ  
1197 07960 (herein the "**MORTGAGOR**" or "**MORTGAGORS**" or "**WALSH SECURITIES**").

1198  
1199 This MORTGAGE is given to Cherokee Equities, LLC, whose address is PO Box 6357, East Brunswick, NJ  
1200 08816 (herein "**CHEROKEE**" or the "**MORTGAGEE**"), its successors or assigns.

1201  
1202 In this MORTGAGE, the terms "you", "your" and "yours" refer to the **MORTGAGORS**. The terms "we,"  
1203 "us", "our" or '**CHEROKEE**" refer to the MORTGAGEE.

1204  
1205 MORTGAGORS have given this MORTGAGE pursuant to the terms and conditions of that certain Stipulation  
1206 of Settlement and Mutual General Release (the "SETTLEMENT AGREEMENT"). Pursuant to the  
1207 SETTLEMENT AGREEMENT, MORTGAGORS have executed and delivered that certain Mortgage Promissory  
1208 Note in the original principal amount of \$900,000.00 (the "NOTE") to evidence their agreement to repay a  
1209 debt (the "DEBT") on the terms and conditions set forth, and as more fully described, in the SETTLEMENT  
1210 AGREEMENT, the NOTE and the MORTGAGE. The NOTE is dated the same date as this MORTGAGE, which  
1211 provides for quarterly interest payments, with the full DEBT, if not paid earlier, due and payable **Two (2)**  
1212 **Years** after the date this MORTGAGE is signed.

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1214 This MORTGAGE secures to CHEROKEE: (a) the repayment of the DEBT evidenced by the NOTE, with  
1215 interest, and all renewals, extensions and modifications of the NOTE; (b) the payment of all other sums,  
1216 with interest, advanced under this MORTGAGE to protect the security of this MORTGAGE, except payment  
1217 of the insurance policy purchased by CHEROKEE; and (c) the performance of your covenants and  
1218 agreements under this MORTGAGE and the NOTE.

1219  
1220 This MORTGAGE and the NOTE secured thereby are subject to modification (including changes in the  
1221 interest rate, the due date, and other terms and conditions) as defined in New Jersey Statutes Annotated  
1222 46:9-8.1 to 46:9 -8.4; and upon such modification, shall have the benefit of the lien priority provisions of  
1223 that law. For this purpose, you hereby MORTGAGE, grant and convey to CHEROKEE and our successors  
1224 and assigns the **PROPERTY** (defined herein) located in MORRIS COUNTY, NEW JERSEY, and more fully  
1225 described below:

## 1226 Property Description: 46 Laura Lane, Morristown

### 1227 TRACT ONE (of 2)

1228  
1229 Property situated partly in the Township of Morris and partly in the Township of Harding, Morris County, New Jersey:

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1231 BEGINNING at a point in the southerly line of Laura Drive distant southerly and westerly along the various  
1232 courses of same 1,137.06 feet from the intersection of the southerly line of Laura Lane and the southwesterly  
1233 line of Eagle Nest Road and running thence;

1234  
1235 (1) South 53°23' 17" West 120.02 feet; thence  
1236 (2) South 01°04'30" West 170.00 feet; thence  
1237 (3) North 84°11'44" West 896.97 feet; thence  
1238 (4) North 28°17'49" East 338.19 feet; thence  
1239 (5) South 89°11'44" East 770.14 feet to the westerly line of Laura Lane; thence  
1240 (6) Southerly along the same on a curve to the left having a radius 175.00 feet; an arc distance of 88.85  
1241 feet to the Point and Place of BEGINNING.

### 1242 TRACT TWO (of 2)

1243  
1244 Property situated in the Township of Morris, Morris County, New Jersey:

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1249 BEGINNING at a point in the westerly line of Laura Lane at the southerly corner of Lot 75 on the map  
1250 mentioned below, and running thence;

1251  
1252 (1) Southerly along said line of Laura Lane on a curve bearing to the left having a radius of 175.00 feet,  
1253 an arc distance of 136.67 feet; thence  
1254 (2) North 89°11'44" West 253.00 feet; thence  
1255 (3) North 17°38'01" East 167.48 feet; thence  
1256 (4) South 79°24'21" East 178.08 feet to the Point and Place of BEGINNING.

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1258 BEING **Lot 76 in Block 361** on a map entitled "Section Five, Rolling Hill at Blackberry" filed in the Morris  
1259 County Clerk's Office on May 31, 1983 as Map No. 4176.

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1261 The above descriptions (Tracts 1 and 2) are in accordance with a survey by Frederick C. Meola dated  
1262 December 20, 1993.

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1264 TOGETHER with an **easement** for sanitary sewer purposes as set forth in deed recorded in Deed Book 3139  
1265 Page 155.

1266  
1267 BEING a **portion** of the same premises conveyed to Samuel R. Masucci, Jr. and Dianne M. Masucci, his wife  
1268 by deed from Harvey Caplan, dated January 12, 1988 and recorded January 15, 1988 in **Deed Book 2993,**  
1269 **Page 343.**

1270  
1271 BEING known as **Lot 5, Block 11** on the Harding Township tax map, and **Lots 76 and 77, in Block 361**, on  
1272 the Morris Township tax map.

1273  
1274 SUBJECT TO easements, restrictions and covenants of record, state and municipal regulations and ordinances  
1275 and such state of facts as an accurate survey may disclose.

1276  
1277 TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,  
1278 appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall  
1279 also be covered by this MORTGAGE. All of the foregoing is referred to in this MORTGAGE as the  
1280 "**PROPERTY.**" WALSH SECURITIES'S rights and interests in the PROPERTY are herein the "**ESTATE**").

1281  
1282 YOU COVENANT that you are lawfully seized of the **ESTATE** hereby conveyed and have the right to  
1283 mortgage, grant and convey the **PROPERTY**, and that the **PROPERTY** is unencumbered, except for  
1284 encumbrances of record. You warrant and will defend generally the title to the **PROPERTY** against all  
1285 claims and demands, subject to any encumbrances of record.

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1287 WALSH SECURITIES and CHEROKEE covenant and agree as follows:

1288  
1289 1. **Payment of Principal, Interest and Other Charges.** WALSH SECURITIES shall pay when  
1290 due the principal of, and interest owing under the NOTE and all other charges due under the  
1291 NOTE.

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1293 2. **Payments of Taxes and Insurance.** WALSH SECURITIES will pay, when due, all taxes,  
1294 assessments, leasehold payments or ground rents (if any), and hazard insurance on the  
1295 PROPERTY and Mortgage insurance (if any).

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1297 3. **Application of Payments.** Unless applicable law provides otherwise, all payments received  
1298 by CHEROKEE under the NOTE and Section 1 will be applied by us as permitted under the  
1299 NOTE.

1300  
1301 4. **Prior Mortgages; Charges; Liens.** You shall perform all of your obligations under any  
1302 Mortgage, Deed of Trust, or other Security Instruments with a lien which has priority over this  
1303 MORTGAGE, including your covenants to make payments when due. You shall pay all taxes,  
1304 assessments, charges, fines and impositions attributable to the **PROPERTY** which may attain  
1305 priority over this MORTGAGE and leasehold payments or ground rents, if any. Upon our  
1306 request, you shall promptly furnish to us all amounts to be paid under this paragraph and  
1307 receipts evidencing any such payments you make directly. You shall promptly discharge any  
1308 lien (other than a lien disclosed to us in the Affidavit of Title associated with this MORTGAGE,  
1309 or in any title report we obtained, which has priority over this MORTGAGE).

1310  
1311 5. **Hazard Insurance.** You shall keep the **PROPERTY** insured against loss by fire, hazards  
1312 included within the term "extended coverage" and any hazards, including floods or flooding,

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1313 for which we require insurance. This insurance shall be maintained in the amounts and for the  
1314 periods that we reasonably require. You may choose any insurer reasonably acceptable to us.  
1315 Insurance policies and renewals shall be acceptable to us and shall include a standard  
1316 mortgage clause. If we require, you shall promptly give us all receipts of paid premiums and  
1317 renewal notices.

1318  
1319 If you fail to maintain coverage as required in this section, you authorize us to obtain such  
1320 coverage as we in our sole discretion determine appropriate to protect our interest in the  
1321 PROPERTY in accordance with the provisions of Section 7. You understand and agree that any  
1322 coverage we purchase may cover only our interest in the PROPERTY and may not cover your  
1323 interest in the PROPERTY or any personal property therein. You also understand and agree  
1324 that the premium for any such insurance may be higher than the premium you would pay for  
1325 such insurance.

1326  
1327 You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do  
1328 not promptly do so. We may also, at our option and on your behalf, adjust and compromise  
1329 any claims under the insurance, give releases or acquittances to the insurance company in  
1330 connection with the settlement of any claim and collect and receive insurance proceeds. You  
1331 appoint us as your attorney-in-fact to do all of the foregoing, which appointment you  
1332 understand and agree is irrevocable, coupled with an interest with full power of substitution  
1333 and shall not be affected by your subsequent disability or incompetence.

1334  
1335 Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration  
1336 or repair is economically feasible and our security would not be lessened. Otherwise,  
1337 insurance proceeds shall be applied to sums secured by this MORTGAGE, whether or not then  
1338 due, with any excess paid to you. If you abandon the PROPERTY, or do not answer within 30  
1339 days our notice to you that the insurer has offered to settle a claim, then we may collect and  
1340 use the proceeds to repair or restore the PROPERTY or to pay sums secured by this  
1341 MORTGAGE, whether or not then due. The 30-day period will begin when notice is given. Any  
1342 application of proceeds to principal shall not require us to extend or postpone the due date of  
1343 monthly payments. If we acquire the PROPERTY at a forced sale following your default, your  
1344 right to any insurance proceeds resulting from damage to the PROPERTY prior to the  
1345 acquisition shall pass to us to the extent of the sums secured by this MORTGAGE immediately  
1346 prior to the acquisition.

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1348 You shall not permit any condition to exist on the PROPERTY which would, in any way,  
1349 invalidate the insurance coverage on the PROPERTY.

1350  
1351 **6. Preservation and Maintenance of Property; Leaseholds.** You shall not destroy, damage  
1352 or substantially change the PROPERTY, allow the PROPERTY to deteriorate, or commit waste.  
1353 If this MORTGAGE is on a leasehold, you shall comply with the lease. If you acquire fee title to  
1354 the PROPERTY, the leasehold and fee title shall not merge unless we agree to the merger in  
1355 writing.

1356  
1357 **7. Protection of Our Rights in the Property; MORTGAGE Insurance.** If you fail to perform  
1358 the covenants and agreements contained in this MORTGAGE, or there is a legal proceeding  
1359 that may significantly affect our rights in the PROPERTY (such as a proceeding in bankruptcy,  
1360 probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do,  
1361 and pay for, anything necessary to protect the value of the PROPERTY and our rights in the  
1362 PROPERTY. Our actions may include paying any sums secured by a lien which has priority  
1363 over this MORTGAGE or any advance under the NOTE or this MORTGAGE, appearing in court,  
1364 paying reasonable attorneys' fees, paying any sums which you are required to pay under this  
1365 MORTGAGE and entering on the PROPERTY to make repairs. We do not have to take any  
1366 action we are permitted to take under this paragraph. Any amounts we pay under this  
1367 paragraph shall become additional debts you owe us and shall be secured by this MORTGAGE.  
1368 These amounts shall bear interest from the disbursement date at the rate established under  
1369 the NOTE and shall be payable, with interest, upon our request. If we required mortgage  
1370 insurance as a condition of accepting the NOTE secured by this MORTGAGE, you shall pay the  
1371 premiums for such insurance until such time as the requirement for the insurance terminates.

1373       **8. Inspection.** We may make entries in and upon the PROPERTY to inspect same at any  
1374        reasonable time and upon reasonable notice ONLY UPON DEFAULT.

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1376       **9. Condemnation.** The proceeds of any award for damages, direct or consequential, in  
1377        connection with any condemnation or other taking of any part of the PROPERTY, or for  
1378        conveyance in lieu condemnation, are hereby assigned and shall be paid to us. If the  
1379        PROPERTY is abandoned, or if, after notice by us to you that the condemnor offers to make an  
1380        award or settle a claim for damages, you fail to respond to us within 30 days after the date  
1381        the notice is given, we are authorized to collect and apply the proceeds, at our option, either  
1382        to restoration or repair of the PROPERTY or to the sums secured by this MORTGAGE, whether  
1383        or not then due. Unless we and you otherwise agree in writing, any application of proceeds to  
1384        principal shall not extend or postpone the due date of the monthly payments payable under  
1385        the NOTE and paragraph 1 or change the amount of such payments.

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1387       **10. You Are Not Released; Forbearance by Us Not a Waiver.** Extension of time for payment  
1388        or modification of amortization of the sums secured by this MORTGAGE granted by us to you  
1389        or any of your successors in interest shall not operate to release your liability or the liability of  
1390        your successors in interest. We shall not be required to commence proceedings against any  
1391        successor in interest, refuse to extend time for payment or otherwise modify amortization of  
1392        the sums secured by this MORTGAGE by reason of any demand made by you or your  
1393        successors in interest. Our forbearance in exercising any right or remedy shall not waive or  
1394        preclude the exercise of any right or remedy.

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1396       **11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants  
1397        and agreements of this MORTGAGE shall bind and benefit your successors and permitted  
1398        assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this  
1399        MORTGAGE but does not execute the NOTE: (a) is co-signing this MORTGAGE only to  
1400        mortgage, grant and convey such person's interest in the PROPERTY; (b) is not personally  
1401        obligated to pay the NOTE, but is obligated to pay all other sums secured by this MORTGAGE;  
1402        and (c) agrees that we and anyone else who signs this MORTGAGE may agree to extend,  
1403        modify, forbear or make any accommodations regarding the terms of this MORTGAGE or the  
1404        NOTE without such person's consent.

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1406       **12. Loan Charges.** If the DEBT and NOTE secured by this MORTGAGE is subject to a law which  
1407        sets maximum DEBT charges, and that law is finally interpreted so that the interest or other  
1408        charges collected or to be collected in connection with the DEBT exceed the permitted limits,  
1409        then: (a) any such charge(s) shall be reduced by the amount necessary to reduce the  
1410        charge(s) to the permitted limit; and (b) any sums already collected from you which exceed  
1411        permitted limits will be refunded to you. We may make this refund by reducing the principal  
1412        owed under the NOTE or by making a direct payment to you. If a refund reduces principal, the  
1413        reduction will be treated as a partial prepayment without any prepayment charge under the  
1414        NOTE.

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1416       **13. Notices.** Unless otherwise required by law, any **NOTICE** provided for in this MORTGAGE,  
1417        whether to you from us, or to us from you, shall be sent by certified class mail, return receipt,  
1418        to the address shown herein, or as changed from time to time upon NOTICE.

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1420       **14. Governing Law; Severability.** The extension of credit secured by this MORTGAGE is  
1421        governed by federal law, which for the purposes of 12 USC § 1463(g) incorporates New Jersey  
1422        law. In the event that any provision or clause of this MORTGAGE or the NOTE conflicts with  
1423        applicable law, such conflict shall not affect other provisions of this MORTGAGE or the NOTE  
1424        which can be given effect without the conflicting provision. To this end the provisions of this  
1425        MORTGAGE and the NOTE are declared to be severable.

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1427       **15. Transfer of the Property.** If all or any part of the PROPERTY or any interest in it is sold or  
1428        transferred without our prior written consent, we may, at our option, require immediate  
1429        payment in full of all sums secured by this MORTGAGE. However, this option shall not be  
1430        exercised by us if exercise is prohibited by federal law as of the date of this MORTGAGE.

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1432       **16. Sale of Note; Change of Loan Servicer.** The NOTE or a partial interest in the NOTE  
1433        (together with this MORTGAGE) may be sold one or more times without prior notice to you. A

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sale may result in a change in the entity (known as the "**LOAN SERVICER**") that collects payments due under the NOTE and this MORTGAGE. There also may be one or more changes of the LOAN SERVICER unrelated to the sale of the NOTE. If there is a change of the LOAN SERVICER, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new LOAN SERVICER and the address to which payments should be made. The notice will also contain any information required by applicable law.

**17. Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the PROPERTY. You shall not do, nor allow anyone else to do, anything affecting the PROPERTY that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the PROPERTY of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the PROPERTY. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the PROPERTY and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the PROPERTY is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this MORTGAGE, "Hazardous Substances" are those substances defined as toxic or hazardous substances defined by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this MORTGAGE, "Environmental Law" means federal laws or laws of the jurisdiction where the PROPERTY is located that relate to health, safety or environmental protection.

**18. Acceleration; Remedies.** We shall give you notice prior to acceleration following your breach of any covenant or agreement in this MORTGAGE (but not prior to acceleration under Section 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this MORTGAGE, foreclosure by judicial proceeding and sale of the PROPERTY. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, we may, at our option, require immediate payment in full of all sums secured by this MORTGAGE without further demand and may foreclose this MORTGAGE by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 18, including, but not limited to, reasonable attorneys' fees as permitted by the applicable law (which fees shall be allowed and paid as part of the decree of judgment), and costs of title evidence.

**19. Discontinuance of Enforcement.** Notwithstanding our acceleration of the sums secured by this MORTGAGE under the provisions of Section 18, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this MORTGAGE.

**20. Release.** Upon payment of all sums secured by this MORTGAGE, we will cancel this MORTGAGE. If we are requested to record the release of this MORTGAGE, you will pay all costs of recordation, if any.

**21. Additional Charges.** You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations. Provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the MORTGAGE upon full repayment of all sums secured thereby.

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**22. Waiver.** No waiver by us at any time of any term, provision or covenant contained in this MORTGAGE or in the NOTE secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision of covenant at any other time.

**23. No Claim of Credit for Taxes.** You will not make deduction from or claim credit on the principal or interest secured by this MORTGAGE by reason of any governmental taxes, assessments or charges. You will not claim any deduction from the taxable value of the PROPERTY by reason of this MORTGAGE.

**24. Riders to this MORTGAGE.** If one or more riders are executed by you and recorded together with this MORTGAGE, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this MORTGAGE as if the rider(s) were a part of this MORTGAGE.

**25. Waiver of Homestead; Dower and Curtsey** When applicable, and as permitted by law, both MORTGAGORS hereby waive all rights of homestead in the PROPERTY and relinquishes all rights of dower and curtsey in the PROPERTY.

BY SIGNING BELOW, You accept and agree to the terms and covenants contained in this MORTGAGE and in any rider(s) executed by you and recorded with it.

07/07/07

Date Signed

Robert C. Walsh (SSN ends 6628)

Seal

1517  
1518 State of New Jersey  
1519 County of ESSEX

NOTARY ACKNOWLEDGMENT:

1520  
1521 On this 7 day of JULY, 2007 before me, the undersigned, a  
1522 Notary Public in and for said State, personally appeared **Robert C.**  
1523 **Walsh**, personally known to me or proven to me on the basis of  
1524 satisfactory evidence to be the person whose name is subscribed to  
1525 the within instrument and acknowledged to me that he executed the  
1526 same as his voluntary act, without duress.

7/7/07

Date Signed

Lorraine X. Walsh (SSN ends 5844)

Seal

1531  
1532 State of New Jersey  
1533 County of ESSEX

NOTARY ACKNOWLEDGMENT:

1534  
1535 On this 7 day of JULY, 2007 before me, the undersigned, a  
1536 Notary Public in and for said State, personally appeared **Lorraine**  
1537 **Walsh**, personally known to me or proven to me on the basis of  
1538 satisfactory evidence to be the person whose name is subscribed to  
1539 the within instrument and acknowledged to me that she executed the  
1540 same as her voluntary act, without duress.

AMY WAGNER, ATTORNEY-AT-LAW  
NJ 04442-2002

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